

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of)	File No. EB-11-TC-019
)	
Norristown Telephone Company, LLC)	NAL/Acct. No.: 201132170022
)	
Apparent Liability for Forfeiture)	FRN: 0013788369
)	

NOTICE OF APPARENT LIABILITY FOR FORFEITURE

Adopted: June 7, 2011**Released: June 16, 2011**

By the Commission:

I. INTRODUCTION

1. In this Notice of Apparent Liability for Forfeiture (“NAL”), we find that Norristown Telephone Company, LLC (“Norristown” or “Company”)¹ has apparently willfully and repeatedly violated section 201(b) of the Communications Act of 1934, as amended (“Communications Act” or “Act”),² by “cramming” monthly charges for its dial-around long distance service on consumers’ local telephone bills without authorization of any kind from them. Based upon our review of the facts and surrounding circumstances, we find that Norristown is apparently liable for a proposed forfeiture in the amount of one million five hundred thousand dollars (\$1,500,000).

II. BACKGROUND

2. Cramming, the practice of adding charges to a customer’s local telephone bill without the customer’s authorization, results in significant consumer harm. Charges can often range from \$2.99 to as much as \$19.99 per month and can go undetected by consumers for many months or longer because they are not generally disclosed clearly or conspicuously on the bill. The cramming entity can be the customer’s own local exchange carrier (“LEC”) or an unaffiliated third party such as Norristown, in the instant case. The charges can be for additional telephone services, voice mail and similar services, or for other unrelated products and services such as chat lines, diet plans, and cosmetics.³

¹ Norristown’s principal address is 470 Norristown Road, Suite 201, Blue Bell, Pennsylvania 19422. Thomas Glynn is listed as Norristown’s President and CEO. Frank Scardino is listed as the “Managing Member” of Norristown. Accordingly, all references in this NAL to “Norristown” also encompass Mr. Glynn and Mr. Scardino and all other principals and officers of this entity, as well as the corporate entity itself. Mr. Scardino also owns FreeSpark, LLC, a company that provides marketing and sales support for Norristown. Main Street Telephone Company, which is the subject of another enforcement action we take today, is owned by the same individuals, has the same address, telephone number, and fax number as Norristown, and the same “regulatory compliance” contact.

² 47 U.S.C. § 201(b).

³ See “BBB Issues Warning on Web Companies Linked to Adept Results,” Nov. 11, 2009, <http://wisconsin.bbb.org/article/bbb-issues-warning-on-web-companies-linked-to-adept-results-13501>.

3. The Enforcement Bureau (“Bureau”) began its investigation of Norristown on March 15, 2011, by issuing a letter of inquiry to the Company requesting information and documents relating to its charges for long distance service.⁴ In its response,⁵ Norristown represented that it provides domestic interexchange telecommunications service on a resale basis through a “dial-around” service plan.⁶ Norristown’s FreeCallZone Plan offers 284 minutes of domestic interexchange calling per month for \$13.90, plus a monthly billing fee and applicable Universal Service Fund surcharges.⁷ Minutes used in excess of the 284 minutes are billed at the rate of \$.049 per minute.⁸

4. Norristown’s process for billing consumers involves three parties: Norristown; its billing aggregator, Billing Service Group (“BSG”); and the LEC that issues the bill to the consumer. BSG uses the name “USBI” in billing for long distance services. The LEC is compensated by BSG/USBI for placing the charges on the consumers’ bills; BSG/USBI is paid by Norristown to manage billing requests and payments between the LEC and Norristown; and Norristown ultimately receives the money collected from the consumers who pay the charges. Generally, the third-party carrier supplies only a consumer’s telephone number and the amount to be charged to the billing aggregator, which directs the LEC to place the charge on the consumer’s telephone bill. Proof of consumer authorization is not provided by the third-party carrier nor required by the LEC.

5. Norristown contends that it markets its service exclusively on the Internet through marketing partners who present the offer via solicitation, keyword search, or banners.⁹ Since [REDACTED].¹⁰ Online enrollment forms used to sign up customers allow for the input of the consumer’s first name, last name, address, home telephone number, email address, and date of birth.¹¹ The enrollment form contains Norristown’s terms and conditions and notifies the customers that they are signing up for a long distance plan for which they will be billed on their telephone bill.¹²

⁴ See Letter from Richard A. Hindman, Chief, Telecommunications Consumers Division, Enforcement Bureau, FCC, to Norristown Telephone Company, LLC (Mar. 15, 2011) (“LOI”).

⁵ See Letter from Steven A. Augustino, Counsel for Norristown Telephone Company, LLC, to Kimberly A. Wild, Assistant Division Chief, Telecommunications Consumers Division, Enforcement Bureau, FCC, (Apr. 14, 2011) (“Response to LOI”).

⁶ See Response to LOI at 7. “Dial-around” long distance service allows a telephone subscriber to bypass (*i.e.*, dial around) the subscriber’s preselected long distance telephone carrier, if any, and instead use the dial-around carrier’s long distance service for a particular telephone call. For each telephone call, the subscriber must use the dial-around carrier’s number and, in some instances, enter a PIN to connect the call.

⁷ *Id.*

⁸ *Id.*

⁹ *Id.*

¹⁰ *Id.* at 11. [REDACTED]. *Id.*

¹¹ *Id.* at 10.

¹² *Id.*

6. As part of its investigation, the Bureau examined [REDACTED] complaints that had been filed by consumers about Norristown's service.¹³ These included complaints that had been filed not only with the FCC, but also with state regulatory authorities, Norristown's billing aggregator, or with Norristown directly. All of the complainants contended that Norristown had charged them for service without their authorization.

7. These complaints notwithstanding, Norristown claims that it has policies and procedures for verifying service requests. According to Norristown, a "Confirmation Page" requires customers to reconfirm the personal data entered on the enrollment form and discloses the billing information.¹⁴ Norristown contends that it validates the orders by comparing the name listed on the order form with the name registered to the telephone number; examining the email address; and verifying that the state, zip code, and telephone area code match.¹⁵ Norristown asserts that the order is accepted only if the customer's last name, address, and telephone number match.¹⁶

8. According to Norristown, if the order passes the Company's validation process, it then sends three emails to confirm the order, describe the service, how to use the service and how to cancel it.¹⁷ The consumer is not required to confirm that the emails were received or to otherwise respond to the emails before Norristown begins charging for the service.

III. DISCUSSION

A. Violation of Section 201(b) of the Act

9. Section 201(b) of the Act states, in pertinent part, that "[a]ll charges, practices, classifications, and regulations for and in connection with [interstate or foreign] communication service [by wire or radio], shall be just and reasonable, and any such charge, practice, classification, or regulation that is unjust or unreasonable is hereby declared to be unlawful...."¹⁸ The Commission has found that the inclusion of unauthorized charges and fees on consumers' telephone bills is an "unjust and unreasonable" practice under section 201(b).¹⁹

10. We find that Norristown has willfully and repeatedly placed, or caused to be placed, charges on consumers' telephone bills for services the consumers did not request or authorize. As indicated above, each of the [REDACTED] consumer complaints that the Bureau reviewed – whether they were filed with the FCC, state regulatory authorities, or with Norristown directly – contends that

¹³ Norristown provided a spreadsheet listing a total of [REDACTED] complaints but provided the supporting documentation for only [REDACTED] of them. The [REDACTED] complaints provided by Norristown were received by the company in writing or by email.

¹⁴ *Id.*

¹⁵ *Id.* at 13-14.

¹⁶ *Id.* at 14-15.

¹⁷ *Id.*

¹⁸ 47 U.S.C. § 201(b).

¹⁹ See *Long Distance Direct, Inc. Apparent Liability for Forfeiture*, Memorandum Opinion and Order, 15 FCC Rcd 3297, 3302, ¶ 14 (2000) ("*LDDI Forfeiture Order*") (finding that the company's practices of cramming membership and other unauthorized fees on consumer telephone bills was an unjust and unreasonable practice in connection with communication service).

Norristown charged consumers for service without their authorization. The complainants consistently state they did not sign up for Norristown's service, did not have any contact with Norristown prior to discovering the charges, and in many cases, do not even know the person whom Norristown alleges authorized the service.²⁰ Moreover, many of the complainants observed that they had long distance (often unlimited) service with another carrier and therefore would have no need to pay for additional service with Norristown. For example, Complainant [REDACTED].²¹ Complainant [REDACTED].²²

11. The [REDACTED] complaint is typical of the complaints filed against Norristown. For example, Complainant [REDACTED].²³ Complainant [REDACTED].²⁴ Complainant [REDACTED].²⁵

12. In some cases, the line for which Norristown was purportedly providing service was not even in use as a telephone line. For example, Complainant [REDACTED].²⁶ Complainant [REDACTED].²⁷

13. The complainants' contention that Norristown "crammed" charges for its dial-around long distance service on their bills is corroborated by the fact that, between April 2010 and March 2011, Norristown placed charges on a total of nearly [REDACTED] monthly telephone bills.²⁸ Nevertheless, in response to our LOI request that the Company provide information about its "customers" who actually used its service, Norristown stated [REDACTED].²⁹ We find this implausible given that Norristown claims to provide customers with 284 minutes per month for a monthly fee and that customers will incur additional charges after those minutes are used – unless, of course, it is unnecessary because so few "customers" actually use the service.

14. To the extent it actually uses them, Norristown's validation and verification processes are clearly inadequate to confirm that the person who "enrolled" in its plan, *i.e.*, the one whom Norristown will charge for service, in fact authorized the service. As indicated, Norristown asserts that it confirms

²⁰ Indeed, we note that much of the identifying information Norristown requests of a person when signing up for its long distance service – name, address, email address, telephone number, and date of birth – can be obtained through the purchase of aggregated lists of consumers that are commercially sold or from free internet websites such as whitepages.com. Nothing within Norristown's sign-up webpage prevents the individual who is inputting the data from using someone else's identifying information or otherwise falsifying that data. If the person signing up for the Norristown service inputs someone else's telephone number, the person associated with that telephone number will be billed by Norristown regardless of whether the other information in the application is correct.

²¹ Complaint from [REDACTED]. *See also* Complaint from [REDACTED].

²² Complaint from [REDACTED].

²³ Complaint from [REDACTED]. Norristown recorded the reason for the cancellation as [REDACTED].

²⁴ Complaint from [REDACTED].

²⁵ Complaint from [REDACTED]. Norristown recorded the reason for the cancellation as [REDACTED].

²⁶ Complaint from [REDACTED]. *See also* Complaint from [REDACTED].

²⁷ Complaint from [REDACTED].

²⁸ The number of billed customers per month during the twelve-month period ending April 1, 2011 fluctuated from [REDACTED] to [REDACTED]. Response to LOI at 8.

²⁹ *Id.* at 8-9. Norristown went on to say that [REDACTED]. *Id.*

every service order using a five-stage validation process to ensure that the customer has both ordered the services and authorized billing for the services.³⁰ The fact remains that, in many cases, the name and address in Norristown's enrollment records do not match the name and address of the customer who was charged for service.³¹ Similarly, the email address used to sign up for service often does not belong to the customer who is billed for the service.³² The only information that consistently belonged to the customer whom the Company charged was, in fact, his or her telephone number. We find no evidence that, as Norristown suggests, complainants commonly realized "that they did in fact sign up for the service or someone else in the household signed up for and authorized the service."³³ Based on our review of the record, it appears that any validation procedure that Norristown actually performed simply verified the general existence of the telephone number and that the number was a working number – and in no way verified that an enrollee actually in any way intended to subscribe to Norristown's dial-around service.

15. Norristown's claims that it "verifies" a service request by sending emails to the email address identified on the form is likewise of no consequence.³⁴ The process does not require any action on the part of the consumer to confirm either that the consumer received the email or that the consumer signed up for or agreed to be charged for Norristown's service. Indeed, many of the complainants assert they never received any emails or other communications from Norristown regarding its long distance service. This would not be surprising given that, as noted above, the email address in Norristown's records is generally not the consumer's. Even if a consumer did, in fact, receive this welcome material, it is possible, if not probable, that he or she might reasonably discard the material as "junk" mail or spam, given that the consumer did not create a relationship with, or even know of the existence of, Norristown. On these facts, if a consumer did not authorize Norristown's service, the mere act of sending emails without requiring a response from the consumer is not sufficient "verification."

16. Furthermore, [REDACTED]. For example, Norristown's records pertaining to Complainant [REDACTED].³⁵ Either the response to the LOI stating that the order would be cancelled and the customer not billed for undeliverable email is inaccurate or Norristown internally recorded "undeliverable email" as the reason for cancellation when the actual reason for cancellation was that the consumer discovered the unauthorized charges and complained.

³⁰ See Response to LOI at 13.

³¹ Despite Norristown's contention that the order is only accepted if the last name, address, and telephone number match, *see* Response to LOI at 14, in many cases the names and addresses of the person "authorizing" the service do not match the telephone number and are not the name and address of the person billed for the service. *See, e.g.,* [REDACTED]. The fact that the name and address in Norristown's records do not match the name and address of the person billed for the service shows that even a cursory examination of the authorization would have determined that it was invalid. Nevertheless, because the so-called authorizations contain names and addresses that are publicly available information, matching the billed party's name and address is no indication that the authorization is valid.

³² *See, e.g.,* Complaint from [REDACTED].

³³ Response to LOI at 16.

³⁴ See Response to LOI at 14 ("If the first email (the "Confirmation Email") is deemed to be undeliverable, then the order is cancelled.")

³⁵ Complaint from [REDACTED]. *See also* Complaint from [REDACTED]; Complaint from [REDACTED]; Complaint from [REDACTED].

17. Norristown's success in what appears to be a constructively fraudulent enterprise seems to rely on the fact that individuals and businesses the Company enrolled in its service failed to notice the unauthorized charges in their multipage telephone bills and so simply proceeded to pay them, often unaware that they contained charges from an entity other than their own telephone company. The charges were often listed on the last pages of the bill and/or did not contain clear descriptions of the services provided. It would be difficult for someone who had never heard of Norristown or "USBI" (the billing aggregator) to know that there were unauthorized charges from another company on his or her telephone bill.³⁶

18. If and when consumers ever discovered the charges, they were required to expend significant time and effort to attempt to have charges removed from their bills. In many cases we reviewed, Norristown made it difficult for consumers to cancel the service and obtain full refunds of the unauthorized charges. For example, Complainant [REDACTED].³⁷ Complainant [REDACTED].³⁸

19. In other cases, Norristown only offered consumers a partial refund. For instance, Complainant [REDACTED].³⁹ Complainant [REDACTED].⁴⁰ Complainant [REDACTED].⁴¹

20. Based on the record, we conclude that Norristown apparently has willfully and repeatedly placed, or caused to be placed, charges on complainants' telephone bills that they never authorized. The facts suggest that Norristown engaged in this conduct deliberately. To the extent it did not, we find that Norristown either knew, or reasonably should have known, through numerous customer inquiries and complaints that many of its customers had not authorized service. Norristown nevertheless proceeded to charge these consumers for months and sometimes years. Norristown's dismissive responses to the consumer complaints is further evidence that it apparently is deliberately billing consumers for services they did not authorize. Accordingly, we find that Norristown's cramming constitutes an unjust and unreasonable practice and demonstrates apparent willful and repeated violations of section 201(b) of the Act.

B. Proposed Forfeiture Pursuant to Section 503(b) of the Act

21. Section 503(b)(1) of the Act states that any person who willfully or repeatedly fails to comply with any provision of the Act or any rule, regulation, or order issued by the Commission, shall be liable to the United States for a forfeiture penalty.⁴² Section 503(b)(2)(B) of the Act authorizes the Commission to assess a forfeiture of up to \$150,000 for each violation, or each day of a continuing

³⁶ A practice that "convey[s] insufficient information as to the company's identity, rates, practices, and range of services" may constitute a violation of section 201(b). See *Telecommunications Research & Action Center & Consumer Action*, 4 FCC Rcd 2157, 2159 ¶ 14 (Com.Car.Bur. 1989).

³⁷ Complaint from [REDACTED]. See also Complaint from [REDACTED]; Complaint from [REDACTED]; Complaint from [REDACTED].

³⁸ Complaint from [REDACTED].

³⁹ See Complaint from [REDACTED]. See also Complaint from [REDACTED].

⁴⁰ See Complaint from [REDACTED]; see also Complaint from [REDACTED].

⁴¹ See Complaint from [REDACTED].

⁴² 47 U.S.C. § 503(b)(1)(B). See also 47 C.F.R. § 1.80(a)(2).

violation, up to a statutory maximum of \$1,500,000 for a single act or failure to act by common carriers.⁴³ In determining the appropriate forfeiture amount, we consider the factors enumerated in section 503(b)(2)(E) of the Act, including “the nature, circumstances, extent and gravity of the violation, and, with respect to the violator, the degree of culpability, any history of prior offenses, ability to pay, and such other matters as justice may require.”⁴⁴ Although the forfeiture guidelines do not establish a forfeiture amount for unjust or unreasonable practices, such as the imposition of unauthorized charges on consumers’ telephone bills, the guidelines do state that, “. . . any omission of a specific rule violation from the . . . [forfeiture guidelines]. . . should not signal that the Commission considers any unlisted violation as nonexistent or unimportant.”⁴⁵ The Commission retains the discretion to depart from the guidelines and issue forfeitures on a case-by-case basis, under its general forfeiture authority contained in section 503 of the Act.⁴⁶

22. In Long Distance Direct, Inc. (“LDDI”), the Commission found that the “imposition of unauthorized charges on consumers’ telephone bills is a practice which is unjust and unreasonable within the meaning of section 201(b) of the Act,”⁴⁷ and assessed a \$40,000 penalty for each cramming violation investigated in that case.⁴⁸ Consistent with LDDI, we find that each charge Norristown caused to be placed on a consumer’s bill without the consumer’s authorization constitutes an independent unjust and unreasonable practice, and thus a separate and distinct violation of section 201(b) of the Act. There appear to be thousands of such violations in this case for which the Commission is empowered to assess a penalty.⁴⁹

23. Weighing the facts before us and taking into account the extent and gravity of Norristown’s egregious conduct, as well as its culpability and information in the current record about its revenues, we find that a total forfeiture amount of \$1,500,000 is appropriate under the specific circumstances of this case.⁵⁰ As noted above, Norristown placed unauthorized charges of at least \$13.90

⁴³ 47 U.S.C. § 503(b)(2)(B). *See also* 47 C.F.R. § 1.80(b)(2). In 2008, the Commission amended section 1.80(b)(2) of the rules, 47 C.F.R. § 1.80(b)(2), to increase the maximum forfeiture amounts in accordance with the inflation adjustment requirements contained in the Debt Collection Improvement Act of 1996, 28 U.S.C. § 2461. *See Amendment of Section 1.80 of the Commission’s Rules and Adjustment of Forfeiture Maxima to Reflect Inflation*, 23 FCC Rcd 9845, 9847 (2008) (adjusting the maximum statutory amounts for common carriers from \$130,000/\$1,300,000 to \$150,000/\$1,500,000).

⁴⁴ 47 U.S.C. § 503(b)(2)(E).

⁴⁵ *See Forfeiture Policy Statement and Amendment of Section 1.80 of the Rules to Incorporate the Forfeiture Policy Guidelines*, Report and Order, 12 FCC Rcd 17087, 17099, ¶ 22 (1997) (“*Forfeiture Policy Statement*”); *recon. denied*, 15 FCC Rcd 303 (1999).

⁴⁶ *Forfeiture Policy Statement*, 12 FCC Rcd at 17099, ¶ 22.

⁴⁷ *See Long Distance Direct, Inc.*, Notice of Apparent Liability for Forfeiture, 14 FCC Rcd 314, 333, ¶ 25 (1998).

⁴⁸ *Id.* at 337, ¶ 30.

⁴⁹ As noted in the text, Norristown apparently caused unauthorized charges to be placed on more than [REDACTED] bills dated between April 2010 and April 2011. More than [REDACTED] of these bills date from June 2010 – within one year of the instant NAL – and thus remain actionable under the statute of limitations set forth in section 503(b)(6)(B) of the Act. 47 U.S.C. § 503(b)(6)(B).

⁵⁰ The \$1.5 million penalty we propose is the equivalent to applying a \$40,000 penalty to 38 violations, but as indicated above, the record shows that Norristown’s conduct involves a considerably higher number of violations during the actionable time period.

on nearly [REDACTED] telephone bills over a twelve-month period alone and therefore billed nearly \$[REDACTED] to consumers over that time period through its cramming operation. The forfeiture clearly must exceed this amount in order to serve as an adequate deterrent and reflect the apparently intentional nature of Norristown's conduct. We therefore propose a forfeiture in the amount of \$1,500,000. In the event Norristown continues to engage in conduct that apparently violates section 201(b)'s prohibition against unjust and unreasonable practices, such apparent violations could result in future NALs proposing substantially greater forfeitures and revocation of Norristown's operating authority. Other third-party service providers are also on notice that practices such as those engaged in by Norristown are unjust and unreasonable, and that we may propose more significant forfeitures in the future as high as is necessary, within the range of our statutory authority, to ensure that such companies do not charge consumers for unauthorized services.

IV. CONCLUSION

24. We have determined that Norristown Telephone, LLC apparently violated section 201(b) of the Act as identified above. We have further determined that Norristown Telephone, LLC is apparently liable for a forfeiture in the amount of \$1,500,000.

V. ORDERING CLAUSES

25. Accordingly, **IT IS ORDERED**, pursuant to section 503(b)(2)(B) of the Communications Act of 1934, as amended, 47 U.S.C. § 503(b)(2)(B), and section 1.80 of the Commission's rules, 47 C.F.R. § 1.80, that Norristown Telephone, LLC is hereby **NOTIFIED** of this **APPARENT LIABILITY FOR A FORFEITURE** in the amount of \$1,500,000, for willful and repeated violations of section 201(b) of the Act, 47 U.S.C. § 201(b).

26. **IT IS FURTHER ORDERED** that, pursuant to section 1.80 of the Commission's rules,⁵¹ within thirty (30) days of the release date of this *Notice of Apparent Liability for Forfeiture*, Norristown Telephone, LLC **SHALL PAY** the full amount of the proposed forfeiture or **SHALL FILE** a written statement seeking reduction or cancellation of the proposed forfeiture.

27. Payment of the forfeiture must be made by check or similar instrument, payable to the order of the Federal Communications Commission. The payment must include the NAL/Account Number and FRN referenced above. Payment by check or money order may be mailed to Federal Communications Commission, P.O. Box 979088, St. Louis, MO 63197-9000. Payment by overnight mail may be sent to U.S. Bank – Government Lockbox #979088, SL-MO-C2-GL, 1005 Convention Plaza, St. Louis, MO 63101. Payment by wire transfer may be made to ABA Number 021030004, receiving bank TREAS/NYC, and account number 27000001. For payment by credit card, an FCC Form 159 (Remittance Advice) must be submitted. When completing the FCC Form 159, enter the NAL/Account number in block number 23A (call sign/other ID), and enter the letters "FORF" in block number 24A (payment type code). Norristown Telephone, LLC will also send electronic notification to Johnny.Drake@fcc.gov on the date said payment is made. Requests for full payment under an installment plan should be sent to: Chief Financial Officer -- Financial Operations, 445 12th Street, S.W., Room 1-A625, Washington, D.C. 20554. Please contact the Financial Operations Group Help Desk at 1-877-480-3201 or Email: ARINQUIRIES@fcc.gov with any questions regarding payment procedures.

28. The written statement, if any, must be mailed both to: Marlene H. Dortch, Secretary, Federal Communications Commission, 445 12th Street, SW, Washington, DC 20554, ATTN:

⁵¹ 47 C.F.R. § 1.80.

Enforcement Bureau – Telecommunications Consumers Division; and to Richard A. Hindman, Division Chief, Telecommunications Consumers Division, Enforcement Bureau, Federal Communications Commission, 445 12th Street, SW, Washington, DC 20554, and must include the NAL/Acct. No. referenced in the caption. Documents sent by overnight mail (*other than* United States Postal Service Express Mail) must be addressed to: Marlene H. Dortch, Secretary, Federal Communications Commission, Office of the Secretary, 9300 East Hampton Drive, Capitol Heights, MD 20743. Hand or messenger-delivered mail should be directed, without envelopes, to: Marlene H. Dortch, Secretary, Federal Communications Commission, Office of the Secretary, 445 12th Street, SW, Washington, DC 20554 (deliveries accepted Monday through Friday 8:00 a.m. to 7:00 p.m. only). *See* www.fcc.gov/osec/guidelines.html for further instructions on FCC filing addresses.

29. The Commission will not consider reducing or canceling a forfeiture in response to a claim of inability to pay unless the petitioner submits: (1) federal tax returns for the most recent three-year period; (2) financial statements prepared according to generally accepted accounting practices; or (3) some other reliable and objective documentation that accurately reflects the petitioner's current financial status. Any claim of inability to pay must specifically identify the basis for the claim by reference to the financial documentation submitted.

30. **IT IS FURTHER ORDERED** that a copy of this *Notice of Apparent Liability for Forfeiture* shall be sent by Certified Mail Return Receipt Requested and First Class mail to Norristown Telephone Company, LLC, attention: Steven A. Augustino, Kelly Drye & Warren, LLP, Washington Harbour, Suite 400, 3050 K Street, N.W., Washington, D.C. 20007-5108.

FEDERAL COMMUNICATIONS COMMISSION

Marlene H. Dortch
Secretary